UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

THE BOEING COMPANY

Employer 1/

and

Case No. 11-RC-6424

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9*(c)* of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board; hereinafter referred to as the Board.

Pursuant to the provisions of Section 3*(b)* of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds: 2/

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The labor organization*(s)* involved claim*(s)* to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9*(c)(1)* and Section 2*(6)* and *(7)* of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9*(b)* of the Act: **3/**

All recovery and modification employees including mechanics, quality assurance employees and material handlers employed by the Employer at its Charleston Air Force Base, Charleston, South Carolina, location, but excluding all temporary employees, independent contractors, visiting speed line employees, ROR employees, ESE employees, office clerical employees, professional employees, guards and supervisors as defined by the Act.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit*(s)* found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees

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engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by

International Association of Machinists and Aerospace Workers, AFL-CIO

LIST OF VOTERS

In order to insure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. ***Excelsior Underwear, Inc.***, 156 NLRB 1236 *(1966)*; ***N.L.R.B. v. Wyman-Gordon Co.***, 394 U.S. 759 (1969). Accordingly, it is hereby directed that an election eligibility list, containing the full names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 11 within 7 days of the date of this Decision and Direction of Election. ***North Macon Health Care Facility***, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. I shall, in turn, make the list available to all parties to the election.

In order to be timely filed, such list must be received in the Regional Office of the National Labor Relations Board, Region 11, 4035 University Parkway, Suite 200, P. O. Box 11467, Winston-Salem, North Carolina 27116-1467, on or before **November 20, 2000**. No extension of time to file this list may be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission. Since the list is to be made available to all parties to the election, please furnish a total of __two__ copies, unless the list is submitted by facsimile, in which case no copies need be submitted. To speed preliminary checking and the voting process itself, the names should be alphabetized (overall or by department, etc.).

If you have any questions, please contact the Regional Office.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by **November 27, 2000**.

Dated November 13, 2000

at Winston-Salem, North Carolina

/s/Willie L. Clark, Jr.

Regional Director, Region 11

1/ The Petitioner and the Employer have filed briefs that have been carefully considered.

2/ The Employer is a Delaware corporation with its headquarters in Seattle, Washington, and a business situs at the Charleston Air Force Base in South Carolina where it is engaged in the manufacture, modification and repair of aircraft. During the preceding 12 month period, the Employer purchased and received goods and materials valued in excess of $50,000 directly from points outside the State of South Carolina, and during the same period of time the Employer derived gross revenues in excess of $50,000 for services it performed.

3/ International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter the Petitioner, seeks to represent the following unit: all recovery and modification employees including mechanics, tool and parts attendants and quality assurance employees employed by the Employer at its Charleston Air Force Base location; excluding all temporary employees, independent contractors, office clerical employees, professional employees, guards and supervisors as defined by the Act. There are approximately 10 employees in the unit the Petitioner seeks to represent, and this departmental group is identified in the record as the RAMS Team. In a previous decision in Case No. 11-RC-6312, the undersigned specifically found the departmental unit sought by the Petitioner herein to be an appropriate unit. In this regard, the current record testimony established that the classification formerly named "tools and parts attendant" is now denominated as "material handler." Thus, the unit description in Case No. 11-RC-6312 contained a "tool and parts attendant" classification.

The Employer proposes that the unit herein should include all resident production, maintenance and warehouse employees employed by the employer at its Charleston Air Force Base location, including those holding the position of inspector aircraft, mechanic aircraft, electrical mechanic aircraft, mechanical, support equipment mechanic, quality specialist 3, material handler, repair of repairable analyst, lead repair of repairable analyst, and repair of repairable coordinators, but excluding all visiting speed line employees, all employees of United Air Lines and all temporary employees, independent contractors, office clerical employees, professional employees, guards and supervisors as defined by the Act. There are approximately 30 employees in the unit proposed by the Employer, comprised of the RAMS Team employees and two additional departmental groups identified in the record as Repair of Repairable Technicians (ROR employees) and Engine Support Equipment employees (ESE employees). The undersigned Regional Director specifically excluded ROR employees from the unit found appropriate in Case No. 11-RC-6312. However, the Employer argues that the decision in Case No. 11-RC-6312 is not a "final and binding adjudication." The Employer further argues that because the ESE department did not exist at the time of the decision in Case No. 11-RC-6312, the overall nature of the workplace has changed since the earlier decision and that RAMS employees, ROR employees and ESE employees now perform tasks that are functionally interrelated in servicing and maintaining C-17 aircraft for the United States Air Force, making a departmental unit comprised of RAMS Team employees an inappropriate unit. Alternatively, the Employer argues that the minimum appropriate unit must contain RAMS Team employees and ESE employees. There is no bargaining history involving the Employer at the location in question.

Contrary to the Employer's assertion that "the overall nature of the workplace has changed since the earlier decision," I find that the record herein provides no evidence to establish that the relationship between RAMS Team employees and ROR employees has changed in any significant way since the decision in Case No. 11-RC-6312. Rather, the record demonstrates that some ROR employees now share a building with ESE employees and may, as a result, have more frequent contact with ESE employees.

In Case No. 11-CA-6312, the undersigned found that the Rams Team was part of an overall complement of approximately 120 employees employed by the Employer at the Charleston Air Force Base. These employees perform work to fulfill the obligations of the Employer pursuant to a flexible sustainment program under an agreement between the Employer and the U.S. Air Force. Specifically, the duties of the Rams Team employees under this project, at the direction of the U.S. Air Force, are to maintain, service, repair and install compliance tech quarters on U.S. Air Force aircraft. Based on the record as a whole, in Case No. 11-RC-6312, the undersigned specifically noted that: RAMS Team employees were geographically separated from ROR employees; RAMS Team employees had infrequent contact with ROR employees; there was no significant employee interchange between RAMS and ROR employees; and RAMS employees and ROR employees did not share any meaningful functional interaction in their daily work. Accordingly, the undersigned concluded that a unit comprised solely of RAMS Team employees constituted an appropriate bargaining unit.

At the time of the instant hearing, William Forsher directly supervised 22 RAMS Team employees. Ten of those employees are permanently stationed at the Employer's Charleston Air Force Base location and 12 of those employees are RAMS employees from Long Beach, California, who are known as "visiting speed line employees," whom the parties agree should not be included in the unit herein. Forsher testified that RAMS employees assist the Air Force in correcting "open discrepancies" on aircraft. Although he reports locally to the Charleston Base Manager, he and his group are directed in their work by the Director of the Flex Contract who is stationed in Long Beach, California. This Director, and/or his subordinates at Long Beach, California, assign work to the Charleston Air Force Base RAMS department via work orders (work time compliance tech orders called "TCTO's"). In making repairs pursuant to TCTO's, RAMS Team employees obtain required parts from Long Beach. RAMS employees repair "live"aircraft on the Air Force Base flight line. In making such repairs, RAMS Team mechanics utilize "support equipment," which literally supports, or lifts and keeps in place, heavy aircraft components such as engines. At the time of the decision in Case No. 11-RC-6312, Air Force personnel maintained and repaired this support equipment.

On January 20, 2000, the Employer, pursuant to a contract with the Air Force, began servicing and maintaining the support equipment. It recruited employees via its company-wide web site to fill positions within the ESE department. Three RAMS mechanics have transferred to ESE and one ROR employee has transferred to ESE. However, it is not clear whether those RAMS employees came from the local "permanent" RAMS contingent or the visiting speed line employees. Forsher merely testified that they came from his department. Nonetheless, all job postings, as noted above, are offered on the Employer's company-wide website and are open to all Boeing employees.

RAMS Team employees, particularly mechanics, and ESE employees possess similar skills and training. They are required to possess similar work certifications. However, they work on different equipment and do so in geographically distinct areas of the Charleston Air Force Base. RAMS Team employees are stationed in building # 540 and work on "live" aircraft on the base flight line. ESE employees primarily work in building #545, which is located 150 yards from building #540.

The Employer asserts that support equipment changes hands between RAMS mechanics and Support Equipment mechanics every time it is used. And, RAMS mechanics and Support Equipment mechanics do significant portions of their jobs along the same flight line where the aircraft are parked and the support equipment is used. However, the record herein does not support these assertions or the Employer's claim that there is frequent contact between RAMS mechanics and ESE mechanics. RAMS mechanic Charles Stroud testified that he has had little if any contact with ESE mechanics. He stated that support equipment was often on the flight line when he arrived to do repairs. At other times, he procured needed support equipment himself without contacting ESE personnel. At other times,

ESE personnel delivered support equipment to the flight line and then left. At the completion of a scheduled repair, Stroud either returns the support equipment or just leaves the support equipment on the flight line for later pickup by ESE employees. Contrary to the Employer's assertion, the record provides no evidence of significant or frequent contact between RAMS Team employees and ESE employees

In its argument that the appropriate unit would include Rams Team employees, ESE employees, and ROR employees, the Employer contends that these three groups of employees share a community of interest. The record does reflect that the RAMS Team, ESE and ROR employees have the same employment benefits, are subject to same personnel practices, and the rate of pay of the three groups of employees is comparable. However, RAMS Team employees and ESE employees work a four-day work week while ROR employees work a five-day work week. ESE employees wear uniforms, while RAMS Team employees and ROR employees do not. Moreover, RAMS Team employees work a different holiday schedule than do ROR and ESE employees, as a result of their differing lines of supervision. Although all Boeing employees can use Air Force mess and club facilities for meals and breaks, there is no indication in the record the RAMS Team employees, ESE employees and/or ROR employees in fact use these facilities in common. The record further reflects that RAMS Team employees use different parking facilities than do ROR employees and ESE employees.

The daily meetings of Rams Team employees are not attended by ESE or ROR employees, and the record in Case No. 11-RC-6312 shows that during the five years preceding that decision there had not been an employee meeting for just RAMS Team and ROR employees. Whenever social functions such as cookouts or dinners occur, all of the employees of the Employer at the Charleston Air Force Base and possibly others in the base community are included. There is no indication that there has ever been a social functions limited to these three groups.

Citing Golden Eagle Motor Inn, 246 NLRB 323 (1979), the Employer contends it would be inappropriate to allow RAMS Team employees to comprise a separate unit because they come in frequent contact with ROR and ESE employees. However, the record reflects that RAMS Team employees have minimal and infrequent contact with ESE employees and ROR employees, while the employees in the cited case had daily contact.

The Employer also asserts that RAMS Team employees, ROR and ESE employees share common supervision. It is true that the entire flexible sustainment program of the Employer is under the responsibility of James Sams, the Flexible Sustainment Contract's Program Director, who has ultimate supervisory authority over all of the 120 employees of the Employer working at the Charleston Air Force Base. However, the supervisor of the Rams Team has no authority over ESE or ROR employees; and similarly the supervisors over the ESE and ROR employees have no authority over Rams Team employees. Significantly, the record establishes that the RAMS Team Manager reports, for daily operational matters, to the Long Beach, California Manager and not to the Charleston, Air Force Base Manager. The RAMS Team Manager only reports to the Charleston Air Force Base Manager in the event of accidents or major problems. The ROR and ESE managers, on the other hand, report for all matters directly to the Charleston Air Force Base Manager.

Based on the foregoing and the record as a whole, I find that the bargaining unit sought by Petitioner consisting of only Rams Team employees constitutes an appropriate unit and I hereby direct that an election be conducted therein. In so concluding, I note that the record is clear that there exists significant geographic separation in day-to-day working conditions, which contributes to the infrequent contact and interchange between Rams Team employees and ESE and ROR employees. Though three RAMS employees and an ROR employee transferred to ESE and became part of the

initial complement of ESE employees, there is no history of ESE employees transferring to the RAMS Team and only one ROR employee transferred to the Rams Team for an approximate period of two years. Without more, this does not establish a pattern of employee interchange. *St. Vincent Hosp. and Medical Center of Toledo Ohio*, 241 NLRB 492 (1979). Moreover, these three groups do not share any meaningful functional interaction in their daily work. *Ore-Ida Foods, Inc.,* 313 NLRB 1016 (1994). Although centralized administration and common benefits and personnel policies may well support a finding that a broader unit, if sought, also would be an appropriate unit, it is up to the Employer to establish that the petitioned-for narrower unit is inappropriate. *NLRB v. Living & Learning Centers,* 652 F.2d 909, 213 (1981); *Omni International Hotel,* 283 NLRB 475, 476 (1987). The Employer has not established that the petitioned-for unit is inappropriate. While the Employer maintains that the appropriate unit herein should consist of an overall unit comprised of the Rams Team, ESE employees and the ROR employees, who ship, receive and store aircraft parts, or alternatively, that the minimally acceptable unit should include RAMS Team employees and ESE employees, the Board has long held that the Act does not require that the bargaining unit approved by the Board be the only appropriate unit, or even the most appropriate unit; it is only required that the unit be an appropriate unit. *The Lundy Packing Company, Inc.,* 314 NLRB 1042, 1043 (1994); *Omni International Hotel,* 283 NLRB 475 (1987); *Friendly Ice Cream Corp. v. NLRB,* 705 F.2d 570 (1st Cir. 1983); *NLRB v. J. C. Penney Co.,* 620 F.2d 718, 719 (9th Cir. 1980); *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950), enfd. 190 F.2d 576 (7th Cir. 1951).

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